for the plaintiff's full damages. *Kerper* v. *Counties Gas & Electric Co.*, 77 Leg. Intell. 868 (Pa.).

Under the acts as originally framed, a non-negligent employer could not recover from a third party whose negligence caused him to pay compensation to an employee. *Interstate Telephone Co.* v. *Public Service Electric Co.*, 86 N. J. L. 26, 90 Atl. 1062; see 28 HARV. L. REV. 307. The mischief of this doctrine lay in imposing liability without fault on the employer while the negligent third party escaped. To relieve this situation the so-called subrogation clauses were inserted in the acts. A case where the party seeking reimbursement is himself negligent is not within the reason of this remedy. Moreover, to hold the statute applicable here is to subvert the principle that there can be no indemnity between joint tortfeasors. *Central of Georgia R. R. Co.* v. *Macon R. R. & Light Co.*, 9 Ga. App. 628, 71 S. E. 1076; *Union Stockyards Co.* v. *Chicago R. R. Co.*, 196 U. S. 217. The literal words of a statute must be construed in the light of its intent. *Holy Trinity Church* v. *United States*, 143 U. S. 457; see BLACK, INTERPRETATION OF LAWS, 2 ed., 68. Subrogation should therefore be denied the employer and the employee allowed to recover only his damages minus the *pro tanto* satisfaction of the compensation. *The Emilia S. De Perez*, 248 Fed. 480. Indeed, some of the subrogation clauses expressly exclude cases where the employer was himself negligent. See 1917 HURD'S ILL. REV. STAT., c. 48, § 152b. In England, indemnity from the negligent third person is apparently regarded as an independent right of the employer. See BEVEN, EMPLOYERS' LIABILITY, 4 ed., 696. Accordingly, where the employer is also negligent recovery is denied. *Cory & Son* v. *France, Fenwick & Co.*, [1911] 1 K. B. 114. But the American authority is in accord with the principal case. *Otis Elevator Co.* v. *Miller & Paine*, 240 Fed. 376; *Shreveport* v. *Southwestern Gas Co.*, 145 La. 680, 82 So. 785.

PHYSICIANS AND SURGEONS — LIABILITY OF PHYSICIAN FOR NEGLIGENCE OF ASSISTANT. — Defendant doctor was treating the plaintiff with hypodermic injections. During defendant's absence on vacation his woman office assistant administered the hypodermic, according to his prior instructions. The assistant negligently broke off and left the needle in the plaintiff's arm with serious resulting injury. *Held*, the plaintiff may recover. *Mullins* v. *Du Val*, 104 S. E. 513 (Ga.).

The line between an agent and an independent contractor is not always easy to draw. In general the test is whether the employer retains control and supervision of the details of the work, or merely can demand the result. See *Harrison* v. *Collins*, 86 Pa. 153; *Morgan* v. *Smith*, 159 Mass. 570; MECHEM, AGENCY, § 747. A doctor, for example, has no control over the details of the work of some one he recommends as a substitute when he goes away, and accordingly the substitute is held to be an independent contractor. *Moore* v. *Lee*, 211 S. W. 214 (Tex.); *Keller* v. *Lewis*, 65 Ark. 578, 47 S. W. 755. The same principle applies to a post-operative hospital nurse or an associate physician during an operation. *Hunner* v. *Stevenson*, 122 Md. 40, 89 Atl. 418; *Morey* v. *Thybo*, 199 Fed. 760. But in the principal case the assistant is subject to her employer's control, whether exercised or not, and in carrying out in detail his instructions is an agent. *Hancke* v. *Hooper*, 7 C. & P. 81.

PROXIMATE CAUSE — UNFORESEEN RESULTS — SUICIDE CAUSED BY INSANITY. — A workman received an injury to his hand. As a result of depression he became insane and committed suicide. *Held*, that his dependents can recover under the Workmen's Compensation Act. *Marriott* v. *Maltby Maine Colliery Co.* 37 T. L. R. 123 (C. A.).

The case is in conformity with the generally accepted rule that when the immediate cause of an injury is itself directly caused by an act, that act is the